

Date: _____ Time: _____ MSEA: _____ MDE: _____

SECONDARY AGREEMENT

BETWEEN

THE MICHIGAN STATE EMPLOYEES ASSOCIATION

For Employees in the
Labor & Trades
And
Safety and Regulatory Units

And the

MICHIGAN DEPARTMENT OF EDUCATION



Effective upon approval by the Civil Service Commission through December 31, 2024

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1 **ARTICLE 4, SECTION C**

2 **BULLETIN BOARDS**

3 MSEA shall be provided bulletin boards for the activities of all units it represents according to the
4 following:

- 5
- 6 a. One (1) bulletin board for work sites with up to twenty (20) represented employees.
 - 7 b. At the Michigan School for the Deaf (MSD), bulletin boards will be located at the:
 - 8 1. Main School Building

9 Location shall be agreed upon by local management and the MSEA Departmental Spokesperson and/or
10 steward for each work site as defined below. For the purpose of this Article only, a work site is defined
11 as:

- 12 1. Building within a county
 - 13 2. A building or a group of buildings which constitute a Facility.
- 14

15 **ARTICLE 4, SECTION G**

16 **TELEPHONE DIRECTORY**

17 The Michigan Department of Education utilizes the State of Michigan telephone directory. Should the
18 Department develop its own directory, the telephone number of the MSEA Central Office shall be
19 included.

20

21 **ARTICLE 4, SECTION H**

22 **OFFICE SPACE**

23 The Department agrees that when suitable space is available at the Michigan School for the Deaf, it will
24 be made available to MSEA. Local management and the MSEA Spokesperson shall mutually agree on
25 the location.

26 Office space provided to MSEA is for the activities of both units represented by MSEA.

27 Offices will be accessible during the usual hours that the building is open. Arrangements may be made
28 with local management for access at other times.

29 The MSEA local is directly responsible for the telephone installation. Installation shall be coordinated with
30 the appropriate Administrative office.

31

ARTICLE 4, SECTION I

ACCESS TO PREMISES BY MSEA STAFF

MSEA Staff and other representatives shall be provided access to the Michigan Department of Education premises as provided in Article 4, Section I of the Primary Agreement. Upon arrival at a work site, the MSEA Staff person and/or representative shall advise local management of their presence. The MSEA Staff person and/or representative shall abide by all appropriate safety provisions of the Michigan School for the Deaf. Specifically, the MSEA Staff person and/or representative shall proceed to the front office to sign in prior to accessing the grounds of the Michigan School for the deaf and shall not access the premises unauthorized.

If space to meet with an employee is needed, the Department Representative will attempt to accommodate such a request.

ARTICLE 14, SECTION F

WASH - UP TIME

Certain classifications from time to time may require longer periods of time to clean up due to their particular task such as painters, automotive mechanics, laborers, etc. This provision shall in no way limit the supervisor's ability to allow for a longer clean-up period on a case-by-case basis using reasonable discretion.

ARTICLE 15, SECTION E

COMPENSATORY TIME

Compensatory time credit may be granted in lieu of overtime payments, by mutual agreement between the employee and the employee's supervisor, for those hours worked with supervisory approval in excess of eight (8) hours in a day or forty (40) hours in a week at the rate of one and one-half (1 1/2) hours.

These hours will be banked in the "compensatory leave" column in the HRMN system with a 240 hour cap and will be used before using Annual Leave unless the employee is at the Annual Leave Cap. End of Fiscal year balances will be carried forward to the next Fiscal year. When the Employer does not permit the employee to use accrued compensatory Time credits within a six-month time period as specified below, the employee may apply for payment of those hours twice within a Fiscal year. For compensatory time credits earned between October 1 and March 30 for which utilization was denied by the Employer, payment may be requested at the beginning of the next pay period. For compensatory time credits earned

1 between April 1 and September 30 for which utilization was denied by the Employer, payment may be
2 requested between September 15-30.

3 **ARTICLE 19, SECTION B**
4 **REPRESENTATIVES**

5 Labor management Committee meetings will be held for the purposes listed in Article 19 and will be
6 scheduled as provided for in that Article. When Departmental or Agency meetings are scheduled for
7 Michigan Department of Education employees, representation shall be designated by MSEA. For
8 purposes of this Article, the term Agency shall be defined as Michigan School for the Deaf and the John
9 Hannah Building.

10 Leave shall be granted to representatives attending either Departmental or Agency level labor
11 management meetings in the following manner:

- 12 • MSD - One (1) Representative
- 13 • Any paid leave provided by the Employer is governed by the Civil Service Rules and Regulations.

14 Additional representatives may be allowed to attend labor management meetings authorized above
15 based on written mutual agreement between the MSEA Spokesperson and/or designated representative
16 and the Labor Relations

17 Liaison. The MSEA Spokesperson and/or designated representative's request will not be unreasonably
18 denied.

19 At the Agency level labor management meetings, operational procedures for the conduct of meetings
20 may be developed.

21

22 **ARTICLE 22, SECTION F**
23 **PROTECTIVE CLOTHING**

24 The Employer will furnish protective clothing and equipment in accordance with applicable standards
25 established by MIOSHA Regulations.

26 The Department will provide the following items: safety shoes or appropriate protective footwear; safety
27 helmets with liners; rubber, cloth, leather and canvas gloves; protective dust masks; hearing protection;
28 eye protection; and approved clothing for persons doing welding. In most instances each employee will
29 have their own issue of protective clothing that is necessary for the performance of their particular job.

1 When protective clothing is commonly shared by unit staff, additional items will be made available to
2 accommodate individual sizes. Any items to be shared will be appropriately maintained by the
3 Department.

4 Outerwear will be made available for unit employees who are assigned to work in inclement weather.

5 In areas where there is extreme dust or dirt, biological soiling, and high incidence of wear or clothing
6 destruction, the Department will provide coveralls.

7 Where protective items are required by rules and regulations for a particular job duty, no employee will
8 be required to perform that duty without being provided with those items.

9 Any determination of protective items necessary in this agreement will not be considered to be all
10 inclusive as new regulations may present different needs.

11

12

ARTICLE 22 SECTION, I

13

CONTAGIOUS DISEASES

14 The parties agree that when applicable, the Employer shall abide by the recommendations of CDC and
15 MIOSHA and any appropriate local health department related to contagious diseases and that they shall
16 consider recommendations by the U.S. Department of Health and Human Services and the U.S.
17 Department of Labor when considering appropriate protective garments or devices.

18 To this end the, Employer may provide the following protective garments or devices listed below, but not
19 limited to, eye washing stations, hand washing stations, antiseptic cleanser, antiseptic towelettes,
20 disinfectants, germicides, sanitation solutions, vaccinations, regulated biohazard waste disposal
21 receptacle/container, regulated contaminated sharps container, gloves (such as vinyl, nitrile, latex, etc.),
22 gowns, fluid-proof aprons, laboratory coats, head and foot coverings, face shields, mask with face shield,
23 mask, eye protection, respirator or powered air purifying respirator, mouth pieces, resuscitation bags,
24 pocket mask, or other ventilations devices, first aid kit and first aid station.

25 The manner which these items are to be prescribed, shall be addressed through a Personal Protective
26 Equipment assessment and Bloodborne Infectious Disease Exposure Control Plan.

27

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29

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1 **ARTICLE 29**

2 **TRAINING**

3 The Employer will endeavor to provide sufficient training to enable employees to effectively deal with
4 circumstances normally met on the job.

5 The Employer may require employees to attend training sessions. Notice of such training shall be given
6 to employees in accordance with Article 29.

7 The nature of the training shall be determined by the Employer. The Employer required training and
8 employee requested training shall be discussed in labor management meetings. Training is an
9 appropriate discussion topic for labor management meetings.

10
11 **ARTICLE 35, SECTION F**

12 **LOUNGE AND/OR EATING AREAS**

13 The Department agrees to maintain separate lounge and/or eating areas where current practice so
14 provides in accordance with all provisions of Article 35, Section F.

15 When a facility is being relocated, and/or established, the Department will discuss providing lounge
16 and/or eating areas with the MSEA Spokesperson and/or designee.

17

TERMINATION OF SECONDARY AGREEMENT

This agreement shall be effective upon approval by the Civil Service Commission and continue through December 31, 2024. It is the understanding of the parties that this Secondary Agreement shall remain in force throughout the term of the Primary Agreement. It is understood that if the Primary Agreement is extended this Agreement continues for the same period. It is further agreed that provisions of this Secondary Agreement may not supersede or conflict with any provisions of the Primary Agreement, and to the extent that conflict exists those sections shall be declared null and void.

For MSEA:

Ramon Jandron, Labor Relations Specialist

Date:

For the Michigan Department of Education:

Joetta Parker, Human Resource Director

Date:

Ruben Limas, Human Resource Labor Relations Representative

Date:

